REMARKS

Claims 1 – 38 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(b) Rejection:

The Office Action rejected claims 1-7, 12-19, 23-31 and 34-38 under 35 U.S.C. § 102(b) as being anticipated by Drury et al. (U.S. Patent 5,452,459) (hereinafter "Drury"). As set forth in more detail below, Applicants respectfully traverse the rejections as to the currently pending claims.

In regard to claim 1, Drury does not teach a secondary scheduler that is executable to receive a plurality of requests from a multi-threaded application in a thread-safe manner and send the requests to the primary scheduler in a thread-safe manner. In contrast, Drury teaches a single scheduler 103 to schedule requests from client 101. *See* Drury, Fig. 1 and col. 7, line 38 through col. 8, line 18. The portions of Drury quoted by the Examiner refer to the operation of the single scheduler 103.

In the Final Action, the Examiner responds to this argument by referring to the enhanced scheduler 301 shown in Fig. 3 of Drury. However, the enhanced scheduler 301 is described in Drury as an alternate embodiment of scheduler 103. Thus, as is plainly illustrated in Fig. 3, the embodiment of Drury including enhanced scheduler 301 still employs just a single scheduler. There is clearly no teaching in Drury of a primary scheduler and a secondary scheduler wherein the secondary scheduler sends requests to the primary scheduler.

Further in regard to claim 1, Drury does not teach a secondary scheduler that is executable to receive a plurality of requests from a multi-threaded application in a thread-safe manner and send the requests to the primary scheduler in a thread-safe manner. Drury teaches that scheduler 103 receives requests from client

101. *See* Drury, col. 7, lines 49-53; col. 9, lines 49-50. However, Drury does not teach that client 101 is a multi-threaded application. Therefore, Drury clearly does not anticipate a secondary scheduler that is executable to receive a plurality of requests from a multi-threaded application in a thread-safe manner and send the requests to the primary scheduler in a thread-safe manner.

In the Final Action, the Examiner responds to this argument by referring to col. 2, line 64 – col. 3, line 59 and col. 8, lines 1-19 of Drury. However, these portions of Drury refers to multi-threaded servers. Applicants' claim 1 states that the secondary scheduler receives the requests from a multi-threaded application. In Drury, the requests are received from client 101, not the servers. *See* Drury, col. 7, lines 49-53; col. 9, lines 49-50. Drury defines a server as the computer process that carries out service requests made by clients. *See* Drury, col. 2, lines 4-20. Thus, the multi-threaded servers referred to by the Examiner have no relevance to this limitation since they do not send the requests to the scheduler. It is the client 101 in Drury that sends requests to the scheduler, and Drury does not teach that the client 101 is multi-threaded.

In the second paragraph on p. 2 of the Final Action, the Examiner also states that "multi-threaded information is passed [sic] the scheduler thus the scheduler must be able to handle multi-threaded information." This statement by the Examiner has no support in Drury. First of all, Applicants are unsure as to what the Examiner means by "multi-threaded information". The term "multi-threaded" refers to computer processes, not information. *See* Drury, col. 3, lines 1-10. Drury certainly does not make any mention of "multi-threaded information". Drury only refers to multi-threaded server 113. Furthermore, just because Drury's scheduler returns interfaces for multi-threaded servers does not mean that Drury's scheduler can handle requests from a multi-threaded application in a thread-safe manner. As discussed above, the scheduler in Drury only receives requests from client 101, which is not taught to be multi-threaded. Therefore, the Examiner's rejection is clearly not supported by the teachings of Drury.

Applicants remind the Examiner that for a rejection under section 102, the identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989); M.P.E.P. § 2131. Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984).

For at least these reasons, this rejection is unsupported by the cited art and should be withdrawn.

Applicants also specifically traverse the Examiner's rejections of each of the dependent claims. In regard to each dependent claim, Applicants see little, if any, relevance of the sections of Drury and Neufeld cited by the Examiner. For example, in regard to claims 2 and 3, the Examiner quotes from col. 8, line 1-19 of Drury. However, the portions quoted by the Examiner say nothing about a primary scheduler being single-threaded and a secondary scheduler being multi-threaded. Instead, Drury describes single- and multi-threaded servers, which are clearly not schedulers. **Applicants' note that the Examiner failed to respond in the Final Action to any of the points made in Applicants' previous response in regard to the dependent claims.**

Similarly, the section of Drury cited by the Examiner in regard to the respective lock limitations of claims 4 and 5 describes a prior solution whose shortcomings Drury seeks to overcome. Thus, Drury actually teaches away from the use of locks in his system. Furthermore, it is not proper to combine teachings pertaining to two different systems for a rejection under § 102.

In regard to claims 6 and 7, there is no teaching in Drury of a management information server, management requests, manager application or managed objects. These terms all have a specific meaning in the art and are clearly not described in Drury.

Applicants do not see how the transaction manager of Drury referred to by the Examiner has any relevance to these claims.

In regard to claim 12, Drury does not teach the primary scheduler comprises a primary queue which is operable to hold pending requests and responses to the requests.

In regard to claim 14, the portion of Drury cited by the Examiner refers to the binding that "enables client 101 to locate and access the desired server". Thus, this portion of Drury refers to communications between the client and server, not a communication pipe between the primary scheduler and secondary scheduler. Again, the teachings of Drury appear to have no relevance to this claim.

The other dependent claims are likewise easily distinguished over the cited art; however, since the independent claims have been shown to be patentably distinguishable, a thorough discussion of each dependent claim is not required at this time. However, Applicants reserve the right to make further arguments at a later date if necessary. .

In regard to claims 15 and 27, Drury does not teach receiving a plurality of management requests from a multi-threaded manager application into a secondary scheduler in a thread-safe manner. As discussed above, the requests in Drury are received from client 101 which is not described as a multi-threaded application. Therefore, Drury does not anticipate claims 15 and 27.

Furthermore, Drury does not teach scheduling the plurality of management requests in a secondary queue in the secondary scheduler after receiving the management requests from the manager application, sending the management requests from the secondary scheduler to a primary scheduler in a thread-safe manner, and scheduling the management requests in a primary queue in the primary scheduler. The sections of Drury cited by the Examiner only describe a single scheduler. Drury does not describe the secondary scheduler and primary scheduler and associate queues as recited in claims 15 and 27.

As such, claims 15 and 27, along with their dependent claims 16 – 26 and 28 – 38 are patentably distinct over the cited art for at least these reasons.

Section 103(a) Rejections:

The Office Action rejected claims 8-9, 21-22 and 33-34 under 35 U.S.C. § 103(a) as being unpatentable over Drury in view of Neufeld (U.S. Patent 5,974,438). Claims 10, 11, 20 and 32 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Drury. These claims are patentable for at least the reasons given above in regard to their respective independent claims. As such, Applicants respectfully request removal of the 35 U.S.C. § 103(a) rejections.

Applicants also specifically traverse the Examiner's rejections of each of the dependent claims. In regard to each dependent claim, Applicants see little, if any, relevance of the sections of Drury and Neufeld cited by the Examiner. For example, in regard to claims 8 and 9, the telephone modem in Neufeld referred to by the Examiner is not a managed object corresponding to a telephone network or a telecommunications device. The term "managed object" has a specific meaning in the art. The telephone modem in Neufeld is not described as a managed object.

In regard to claim 10, the Examiner states that it would have been obvious to have PMI in Drury. This is a blatant hindsight use of Applicants' own teachings and clearly improper. Furthermore, there is no suggestion in the prior art to modify Drury to employ a PMI interface between wherein the scheduler and a management server. In Drury, the scheduler does not even send requests to the server. Instead, Drury's scheduler returns an interface binding to the client.

In regard to claim 11, the portion of Drury cited by the Examiner has nothing to do with the requests comprising callback functions executable to send responses to the requests to the multi-threaded application.

The other dependent claims are likewise easily distinguished over the cited art; however, since the independent claims have been shown to be patentably distinguishable, a thorough discussion of each dependent claim is not required at this time. However, Applicants reserve the right to make further arguments at a later date if necessary.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-48600/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

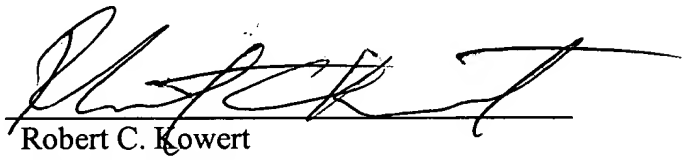
☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees ( ).

☐ Other:

Respectfully submitted,



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Date: February 17, 2004